BOARD OF SUPERVISIONS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE SOLICITATION RFQ-0000000038 SUPPLIER # SUPPLIER NAME AND ADDRESS Buyer Information (12) Buyer Mark Joseph Barcia Buyer Phone Buyer Emall mbarci2@lsu.edu Issue Date 09/19/2016 Title: NCAM Managing Partner This area left intentionally blank.	REQUEST FOR QUOTE & QUALIFICATION		BID DUE DAT	E AND TIME		
SUPPLIER # SUPPLIER NAME AND ADDRESS Louisiana State University and Agricultural and Mechanical College Procurement 213 Thomas Boyd Hall Baton Rouge, LA 70803 Buyer Mark Joseph Barcia Buyer Phone Buyer Email mbarci2@Isu.edu Issue Date 09/19/2016 TITLE: NCAM Managing Partner		LSU	1	0/13/2016	11:00 AM	СТ
Buyer Phone Buyer Email mbarci2@lsu.edu Issue Date 09/19/2016 TITLE: NCAM Managing Partner	SUPPLIER#		Louisiana State University and Agricultural and Mechanical College Procurement 213 Thomas Boyd Hall		and	
	,		Buyer Phone Buyer Email	mbarci2@lsu.e		
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Request for Quote and Qualifications

National Center for Advance Manufacturing Managing Partner



Reference Solicitation Number: RFQ-0000000038

Issue Date: 09/19/2016

Proposals Due: 10/13/16 11:00 am CST

Return Proposals To:

Louisiana State University Procurement Services Attention: Mark Barcia 213 Thomas Boyd Hall Baton Rouge, LA 70803

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1. INTRODUCTION

1.1 Purpose

This Request for Quote and Qualifications (hereinafter referred to as "RFQQ") is issued by the Louisiana State University and Agricultural & Mechanical College (hereinafter referred to as the "University" or "LSU") to provide Respondents with the information, requirements, and instructions necessary to prepare a comprehensive proposal to identify a managing partner and establish a contract for managing the LSU National Center for Advanced Manufacturing (hereinafter referred to as "NCAM").

The National Center for Advanced Manufacturing (NCAM), is a state-of-the-art research and production center focused on applying advanced manufacturing technologies in support of the NASA space program and adjunct industries. NCAM is located at the NASA Michoud Assembly Facility (hereinafter referred to as "MAF") in New Orleans, Louisiana, is home to the partnership between NASA, the State of Louisiana, Louisiana State University and the University Of New Orleans (UNO). This partnership is established through a Cooperative Endeavor Agreement which charges LSU with leading and managing NCAM activities.

The NCAM facility occupies 85,000 square feet within the 1,700,000 square foot Main Production Building at the MAF. The facility includes large scale, multi-axle robotic equipment. NCAM has access to MAF facilities and services such as advanced laboratory services, mechanical and chemical testing, machine shops, engineering and tool design, clean lines and heat treatments.

1.2 SCOPE OF WORK

The purpose of this project is to continue developing NCAM as a state-of-the-art advanced manufacturing facility for research and development in support of the overall NACM mission, which is to serve as a national hub for advanced manufacturing research and development; to energize the existing and future manufacturing workforce through the sponsorship of STEM outreach and workforce development initiatives and the integration of advanced manufacturing processes into academic curriculums; and expand the economic vitality of the nation's manufacturing industry through the development and insertion of "production ready" technologies.

The Managing Partner will manage all NCAM operational activities on behalf of LSU; will seek support for NCAM activities from appropriate public and private sources; and will develop and steward strategic partnerships on behalf of LSU with academia, government and industry in support of the NACAM mission. The Managing Partner will be responsible for all reporting requirements as indicated in Attachment 3.

The above scope of work is fixed and will not be altered to expand beyond the duties listed unless approved in writing by LSU and the Managing Partner. Managing Partner will not enter into any contracts with outside entities that include the use of the NCAM name, NCAM equipment, or activities under this project without written approval by LSU.

Outside funding opportunities shall be agreed upon by the LSU NCAM Director prior to proposal creation. Proposals involving or naming NCAM will have LSU as the lead institution. Any deviations from this will have to be approved by LSU in writing. All proposals will be routed through LSU's Office of Sponsored Programs for submission to the funding source or agency. Managing Partner may serve in a technical or management role in NCAM research projects subject to LSU's approval, whether they are under this operational contract or in addition to it. All teaming agreements, letters of support or any like documents involving or naming NCAM will have to be agreed upon by the LSU NCAM Director a priori and signed by the LSU NCAM Director.

<u>Performance</u>: Performance with regards to the Managing Partner deliverables to LSU NCAM will be judged on the basis of metrics as outlined, as well as the reporting requirements met, and the expected cumulative performance and productivity of 3 tenured faculty members that are full-time in R&D. Each year, performance and productivity targets for 1 full-time R&D faculty member include, but are not limited to, securing \$500,000 in external research funding (not including subcontracts to other institutions or organizations), submitting 4 research proposals, and receiving 4 research proposal awards.

1.3 MINIMUM QUALIFICATIONS

The Respondent must have:

- 1. A business presence in south Louisiana;
- 2. At least five (5) years' experience in management in general, expert team formation, and proposal development on manufacturing-related Research and Development, including large multi-institutional, multidisciplinary

proposals (e.g. such as those needed to compete for National Network for Manufacturing Innovation (NNMI) Institutes);

- 3. Experience working with institutions of higher education, industry and the public sector;
- 4. Demonstrated ability to conduct studies and consult on potential growth opportunities for complex advanced manufacturing facilities;
- 5. Experience in technology areas related to large scale structure manufacturing as pertinent to LSU's NCAM;
- 6. A not-for-profit organization status so as to be eligible to submit proposals which require this attribute (e.g. NNMI National Network for Manufacturing Innovation proposals, NIST MEP National Institute of Standards & Technology / Manufacturing Extension Partnership proposals, etc.);
- 7. The ability to acquire security clearance to obtain access to the NASA Michoud Assembly Facility.

1.4 PERIOD OF PERFORMANCE

The initial term of this agreement shall be for three (3) years, with two (2) 1-year options for renewal if mutually agreed upon in writing. Contract award and/or renewal is subject to continuance of Cooperative Endeavor Agreement between LSU and NASA.

2. GENERAL INFORMATION FOR RESPONDENTS

2.1 RFQQ COORDINATOR

The RFQQ Coordinator is the sole point of contact for the University for this Procurement. All communication between the respondent and the University upon receipt of this RFQQ shall be with the RFQQ Coordinator, as follows:

Name	Mark Barcia	
Address LSU Procurement 213 Thomas Boyd Hall		
City, State, Zip Code	Baton Rouge, LA 70803	
Phone Number	225-578- 2285	
E-Mail Address	mbarci2@lsu.edu	

Any other communication will be considered unofficial and non-binding on the University. Communication directed to parties other than the RFQQ Coordinator may result in disqualification of the Respondent.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Quote and Qualifications	9/19/16
Last date for proposer inquiries regarding RFQQ	9/29/16
Issue responses to questions posted to LaPAC by	10/4/16
Proposals Due	10/13/16 11:00AM CST
Announce "Apparent Successful Proposer" and send notification via e-mail to unsuccessful proposers by	10/20/16
Estimated Project Start Date	10/24/16

LSU reserves the right to revise the above schedule.

2.3 SUBMISSION OF PROPOSALS

Proposers must provide seven (7) copies of the proposal to the RFQQ Coordinator at the address specified. Two (2) copies of the proposal must be hard copy and contain original signatures. Proposers must submit one (1) redacted version for public records disclosure (refer to Section 2.5 for additional information). These two copies will be retained for incorporation by reference in any contract resulting from this RFQQ. The remaining five (5) copies must be submitted on five (5) separate flash drives or CDs.

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority must be submitted.

To ensure that Bidder's proposals can be identified when they arrive at the University Purchasing Department, the outside lower left-hand corner of the envelope or box must state the following:

RFQQ #RFQ-000000038 Opening Date: 11:00 AM CST Thursday, October 13, 2016

Proposers mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFQQ Coordinator. The University assumes no responsibility for delays caused by any delivery service. Delays due to the methods used to transmit the proposal including delay occasioned by the internal mailing system of the campus will be the responsibility of the Proposer. The proposal must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties of delivery.

Late proposals will not be accepted and will be automatically disqualified from further consideration.

The proposal must be complete and must stand on its own merits. Failure to respond to any portion of the procurement document may result in rejection of the proposal as non-responsive. All proposals and any accompanying documentation become the property of the University and will not be returned.

2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the University.

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to any technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, Contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The University reserves the right to make any proposal, including proprietary information contained therein, available to LSU personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the University in its evaluation of the proposal and the approval of the awarded Contract.

The University shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

You must submit a redacted copy along with your Proposal. If you do not submit the redacted copy, you will be required to submit such a copy within 48 hours of notification from the LSU's Procurement Office, if you intend to maintain confidentiality. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by the evaluation team members. The redacted copy should also state which sections or information has been removed.

2.5 REVISIONS TO THE RFQQ

In the event it becomes necessary to revise any part of this RFQQ, revisions will be posted on LaPAC, LaPAC) website at https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm. Notice of an addendum will be sent via e-mail to advise that the addendum is available for download. It is the responsibility of proposers to check for any addendums. LSU also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract.

2.6 ACCEPTANCE PERIOD

Proposals must provide 90 days for acceptance by the University from the due date for receipt of proposals.

2.7 RESPONSIVENESS

All proposals will be reviewed by the RFQQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQQ.

The University also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.8 MOST FAVORABLE TERMS

The University reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms that the Proposer can propose. The University does reserve the right to contact a Respondent for clarification of its proposal during the evaluation process. In addition, if the Respondent is selected as the apparent successful Bidder, the University reserves the right to enter into contract negotiations with the apparent successful Bidder, which may include discussion regarding the terms of the proposal. Contract negotiations may result in incorporation of some or the Respondent's entire proposal. The Respondent must be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. It is also understood that the proposal will become part of the official procurement file.

2.9 CONTRACT

The apparent successful Bidder will be expected to enter into a contract that is substantially the same as the sample contract attached as Attachment 2. In no event is a Respondent to submit its own standard contract terms and conditions in response to this solicitation. The Respondent may submit exceptions as allowed in the Certifications and Assurances section, Attachment 1 to this solicitation. The University will review requested exceptions and accept or reject the same at its sole discretion. The anticipated contract value shall not exceed \$420,000 annually. The University will provide direction to the NCAM Director for managing the operation(s). Final selection for contract award is to be approved by NASA.

2.10 NO OBLIGATION TO CONTRACT

This RFQQ does not obligate the State of Louisiana or the University to contract for services specified herein.

2.11 REJECTION OF PROPOSALS

The University reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFQQ.

2.12 INSURANCE COVERAGE

Proposer shall procure and maintain for the duration of the agreement or any extension or renewal thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposers, agents, representatives, or employees.

Worker's Compensation

Worker's Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana, statutory limits. Employers Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate limit. Such insurance shall include a Waiver of Subrogation in favor of the **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01, or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

Cyber Liability

Cyber Liability coverage including third party liability coverage for privacy breach and including coverage for notification and assistance as provided by Louisiana law shall be included with a minimum limit of \$1,000,000.

Excess Insurance

Excess Umbrella insurance may be used to meet the minimum requirements for liability insurance.

If the Proposer maintains higher limits than the minimums shown above, the University requires and shall be entitled to coverage for the higher limits maintained by the Proposer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the University.

<u>Other Insurance Requirements</u>: The policies are to contain, or be endorsed to contain, the following provisions: *Additional Insured Status*

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and their employees, officers, directors, and volunteers are to be named as Additional Insureds for both ongoing and completed operations on the Commercial General Liability policy. General liability coverage can be provided in the form of an endorsement to the Proposer's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and their employees, officers, directors, and volunteers are to be named as Additional Insured under the Auto Liability coverage as well.

Primary Coverage

For any claims related to this contract, the **Proposer's insurance coverage shall be primary** insurance as respects to the **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**, the State of Louisiana and their employees, officers, directors, and volunteers (collectively "University"). Any insurance or self-insurance maintained by the University shall be excess of the Proposer's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the University in accordance with policy provisions.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the University. The University may require the Proposer to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Except for a Proposer whose capital stock is publicly traded on an exchange regulated by the United States Securities and Exchange Commission, University shall have the right to examine the books and records of Proposer (including any excess, stop loss or reinsurance policies or agreements) to determine whether University is agreeable to the proposed selfinsurance arrangement. Execution of the Agreement or any Amendment(s) thereto by University does not constitute written approval of any proposed self-insurance arrangement. If at any time during the term of the Agreement, it should appear to University that Proposer's financial position has deteriorated to the extent that Proposer's financial ability to pay or fund the deductible or self-insured retention under the previously approved self-insurance arrangement is doubtful, University shall have the right to withdraw its prior approval of the self-insurance arrangement, and require Proposer to furnish "first dollar" liability insurance coverage. All carriers Proposer proposes to use to provide coverage in excess of the liability deductible or self-insured retention shall meet the requirements of this Section. This Section shall not apply to a self-insurance arrangement in which all the applicable self-insured retention is fully insured as to third parties on a "first dollar" basis (via the use of "fronting" policies, or otherwise), provided the carrier providing such fronting coverage or other first dollar liability coverage meets the requirements of this Section.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable to the University.

Verification of Coverage

Proposer shall furnish the University with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the University before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Proposer's obligation to provide them. The University reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Failure to provide and maintain the required insurance coverage throughout the term of the Agreement shall be a material breach of the Agreement, and shall entitle University to all remedies provided for in the Agreement, any Amendment(s) thereto, or by operation of law.

Special Risks or Circumstances

LSU reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

2.13 VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN-OWNED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE AND LOUISIANA INITIATIVE) FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS PARTICIPATION

Each Proposer shall address on Veterans/Hudson Initiative Verification Form (Attachment 4) how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at

http://www.opportunitylouisiana.com/small-business/special-programs-for-small-business/veteran-initiative.

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at http://legis.la.gov/lss/lss.asp?doc=671504; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at http://legis.la.gov/lss/lss.asp?doc=96265. The rules for the Veteran Initiative (LAC 19: VIII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19: VIII. Chapters 11 and 13) may be viewed at http://www.doa.la.gov/pages/osp/se/se.aspx.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE. The list (LED list) will be printed on the day the RFP opens. Only the businesses on that list will be used for evaluating and scoring the Section labeled Veteran Initiative/Hudson Initiative.

Failure to submit the form provided in ATTACHMENT 4 for Veteran/Hudson Verification Form will result in no points awarded.

3. PROPOSAL CONTENTS

The four major sections of the proposal are to be submitted in the order noted below:

- Signed or Certified Letter of Submittal, including signed Certifications and Assurances (Attachment 1 to this RFQQ). Refer to Section 3.1.
- **Technical Proposal**. Submittals are to address the issues and concerns delineated in Section 3.2, in sufficient breadth and depth for the University to make an informed comparison among the applicants.
- Management Proposal. Submittals are to contain information about the respondent and support staff who would work on the project, and include a list of all major University clients within the last five years for which the firm has provided similar services to those requested. Include the dates of the projects (begin/end), the results of the projects and the names, addresses and phone numbers of contacts for these projects. Refer to Section 3.3.
- Cost Proposal. The qualification packet must include fees, hourly rates for various incidental services, a fee schedule for related support services such as telephone, photocopying, etc. and reimbursable expenses, such as travel expenses. Refer to Section 3.4.

Items in this section marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Attachment 1 to this RFQQ) must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Respondent:

- 1. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.
- 2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
- 3.Legal status of the Respondent (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- 4. Federal Employer Tax Identification number or Social Security number and the Louisiana Uniform Business Identification (UBI) number issued by the state of Louisiana Department of Revenue.
- 5. Location of the facility from which the Respondent would operate.
- 6. Identify any State employees or former State employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Respondent's organization. If following a review of this information, it is determined by the University that a conflict of interest exists, the Respondent may be disqualified from further consideration for the award of a contract.

3.2 TECHNICAL PROPOSAL (SCORED/MANDATORY)

In the Technical Summary, the respondent must provide **detailed** information regarding the company and services being offered. The summary should include in-depth information regarding the financial status and current economic conditions of the company, general staffing and organizational structure, and experience providing equivalent or similar services.

- A. The Proposed Approach must contain a comprehensive description of services which must include the following elements:
 - Project Approach Include a complete description of proposed approach in providing similar services.
 This section should convey that the Respondent understands the purpose and goal of the institution and the project as outlined in this RFQQ.
 - Work Plan Include all project requirements and the proposed tasks, services, and activities necessary
 to accomplish the scope of the project defined in this RFQQ. It is important to include any required
 involvement of University staff. The Respondent may also present any creative approaches that might be
 appropriate and may provide any pertinent supporting documentation.
 - **Project Schedule** Include a project schedule/timeline indicating when the elements of the work will be completed.
- B. In addition to the above-described Proposed Approach, the Respondent must also address the following elements:
 - The Managing Partner shall serve as the property custodian for including, but not limited to, the equipment listed below. As the property custodian, the Managing Partner shall be responsible for ensuring NASA contractors perform regular maintenance and provide required replacements, labor, and repairs for the equipment in order to maintain successful daily operations. Respondent shall describe prior experience with the following equipment and describe ability to successfully carry out the above-mentioned activities.
 - 1. MTS Universal Weld System #1 (UWS1) [Friction Stir Welding machine 1]
 - 2. MTS universal Weld System #2 (UWS2) [Friction Stir Welding machine 2]

- 3. MTS Robotic Weld Tool III (RWT3) [Friction Stir Welding machine 4]
- 4. MTS PDS Panel Welder
- 5. Ingersoll Advanced Fiber Placement Machine #1 (FPM 1)
- 6. Ingersoll Advanced Fiber Placement Machine #2 (FPM 2)
- 7. Ingersoll High Speed Machining Center II (HSMC II)
- 8. Forest Line High Speed Machining Center I (HSMC I)
- 9. Matec Non-Destructive Evaluation System (NDE)
- 10. Mentronor Portable Dimensional Inspection System
- Respondent shall describe how they will assist and support LSU with overseeing continuous education and outreach activities of NCAM. Respondent shall outline a list of proposed education and outreach activities, and describe the associated relevance to, benefits towards, and enhancement of NCAM's objectives, goals, and overall mission.
- Respondent must provide a list of university/industry relationships for the purposes of carrying out research and development efforts for NCAM. List should include organization name, point of contact name, phone number, and email address.
- Specific to the scope of work of this solicitation, provide a list of conferences, workshops, exhibits, and/or
 presentations in which the Respondent has represented an organization similar to NCAM.
- Specific to the scope of work of this solicitation, provide a list of all related information specific to journal articles, scholarly works, and/or trade articles in which the Respondent was published.

3.3 MANAGEMENT PROPOSAL

A. Project Management (SCORED/MANDATORY)

- 1. Project Team Structure/Internal Controls Provide a description of the proposed project team and internal controls to be used during the course of the project. Provide an organizational chart of your firm for personnel involved in performance of this contract. Include who within the firm will have prime responsibility and final authority for the work.
- 2. Staff Qualifications/Experience Identify staff who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel. Provide résumés for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. Any staff substitution must have the prior approval of the University.
- 3. Financial Statements Provide copies of the proposer's financial statements for the past three (3) years which shall include the proposer's profit/loss for the past three (3) years. These may be submitted in a separate, sealed envelope with proposal.

B. Experience of the Respondent (SCORED/MANDATORY)

Indicate experience and qualifications of the Respondent for the performance of the contract. Summarize their experience in providing similar, services to educational institutions/facilities/clients.

C. Required Information (SCORED/MANDATORY)

- 1. Respondent must demonstrate how they intend to build and steward strategic partnerships on behalf of LSU with academia, government, and industry for the benefit of the NCAM mission. This includes describing actions Respondent would take to develop NCAM partnerships including those with centers, institutes, institutions of higher education, government and the private sector. Managing Partner shall see support for NCAM activities from appropriate public and private sources (to this effect, Managing Partner may enter into agreements with other entities for use of NCAM equipment and services, pursuant to authorization by LSU and NASA, and with LSU serving as the lead entity).
- 2. Respondent must provide a list of collaborative partnerships initiated and stewarded by the Respondent, including those with centers, institutes, institutions of higher education, government and the private sector. Include the following information for each:

Name of partner organization Partner point of contact name Phone number and e-mail address

Nature of the partnership (e.g. written agreement, NOI, MOU etc.)

Brief description of relevance and purpose of partnership, how the partnership was stewarded by the Respondent.

- 3. Respondent must demonstrate their ability to work with NASA security, NASA security policies, and NASA and or NASA Contractor regarding new business for tours affiliated with NCAM.
- **4.** Respondent must demonstrate their ability to assist and support LSU with overseeing the education and outreach activities of NCAM. Respondent should describe how they will assist LSU in establishing a coalition of appropriate institutions for education and outreach of NCAM-developed techniques and capabilities.
- **5.** Respondent must demonstrate how they will contribute to the establishment, growth and sustainability of a regional research & development ecosystem linked to NCAM.
- **6.** Respondent must describe how they will assist and facilitate LSU in working with NCAM to develop the University/industry coalition for the purposes of research and development, and to champion available capability utilization at the Michoud Assembly Facility (MAF) in coordination with NASA and or NASA Contractor new business personnel with a specific focus on the opportunity to leverage the state investments in advanced manufacturing capabilities. This will include expanding multi-site learning and outreach activities to the Michoud Assembly Facility (MAF) site.

D. References (SCORED/MANDATORY)

- List names, addresses, telephone numbers and e-mail addresses of five (5) business references for which similar work has been accomplished, of which two (2) should be in the area of higher education, K-12 and/or government agency and briefly describe the type of service provided. The Respondent must grant permission to the University to contact the references. Do not include current University staff as references. References will be contacted for the top-scoring proposal(s) only.
- 2. Include a list of contracts and/or grants the Respondent has had during the last five years that relate to the Respondent's ability to perform the services needed under this RFQQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and e-mail addresses.

E. Related Information (MANDATORY)

- 1. If the Respondent contracted with the State of Louisiana during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
- 2. If the Respondent's staff was an employee of the State of Louisiana during the past 24 months, or is currently a Louisiana State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
- 3. If the Respondent has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Respondent's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
- 4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Respondent's position on the matter. The University will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Respondent in the past five years, so indicate.

3.4 COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Respondent of least cost, but rather to the Respondent whose proposal best meets the requirements of this RFQQ.

A. Identification of Costs (SCORED/MANDATORY)

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Respondent is to submit a fully detailed budget including staff costs, administrative costs, travel costs, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Respondents are required to collect and pay Louisiana State sales tax, if applicable.

B. Computation*

The score for the cost proposal will be computed by dividing the lowest cost proposal received by the Respondent's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

The information provided in response to this section will be used in the 'Cost Proposal' Evaluation to calculate lowest evaluated cost.

*A proposer's base cost score will be computed as follows:

BCS = (LPC/PC X FPP),

Where:

BCS = Computed cost score (points) for proposer being evaluated

LPC = Lowest proposed cost of all proposers

PC = Total cost of proposer being evaluated

FPP = Total Possible Cost Proposal Points

Note: All Points awarded for Sections 3.2 (Technical Proposal), 3.3 (Management Proposal) and 3.4 (Cost Proposal) represent the 'Subtotal' of a proposer's score. Additional points may be awarded for Section 3.5 (Veteran / Hudson Initiative) and References.

3.5 VETERAN INITIATIVE / HUDSON INITIATIVE (SCORED, IF APPLICABLE)

Ten percent (10%) of the subtotal evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points:

- Proposer is a certified small entrepreneurship. The full amount of the reserved points will be awarded to Proposer.
- Proposer is not a certified small entrepreneurship but has already actually engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be awarded to Proposer based on the following criteria:
 - the number of certified small entrepreneurships to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)
- Proposer is not a certified small entrepreneurship and has not actually engaged any certified small
 entrepreneurships to participate as subcontractors or distributors, but has made documented "good faith"
 efforts to subcontract with one or more certified small entrepreneurships. Points will be awarded to Proposer
 based on the documented quality and extent of Proposer's efforts. Acceptable documentation can include but
 is not necessarily limited to phone logs, fax transmittal logs, letters, and emails. The successful proposer
 must be able to provide written justification of the selection process if a certified SE was not selected.
 - If at any time LSU determines in its discretion that the awarded proposer did not in fact make a good faith effort, the contract award or existing contract may be terminated.
- A Proposer may be awarded points both for engaging certified small entrepreneurships as subcontractors and for "good faith" efforts to engage such entrepreneurships.

4. EVALUATION AND CONTRACT AWARD

ALL MANDATORY REQUIREMENTS MUST BE MET IN ORDER TO BE EVALUATED.

4.1 CLARIFICATION OF PROPOSAL

The RFQQ Coordinator may contact the Respondent for clarification of any portion of the Respondent's proposal.

4.2 EVALUATION AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

GRAND TOTAL FOR WRITTEN PROPOS	SAL	260 points
Hudson/Veterans Initiative 20 points	s (maximum)	points
References [top-scoring proposer(s) only]	40 points (maximum)	points
Sub-Total		200 points
Cost Proposal – 65 points		65 points
Management Proposal – 75 points Project Team Structure/Internal Controls Staff Qualifications/Experience Experience of the Respondent Required Information	15 points (maximum) 20 points (maximum) 20 points (maximum) 20 points (maximum)	75 points
Technical Proposal – 60 points Project Approach Quality of Work Plan Project Schedule	20 points (maximum) 20 points (maximum) 20 points (maximum)	60 points

References will be contacted for the top-scoring proposer(s) only and will then be scored and added to the total score.

4.3 NOTICE OF INTENT TO AWARD

Upon review and approval of the evaluation committee's recommendation for award, the University will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A Contract shall be completed and signed by all parties concerned on or before the date indicated in the "Calendar of Events." If this date is not met, through no fault of the University, the University may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

The University will also notify all unsuccessful Proposers as to the outcome of the evaluation process. Non-confidential documents will be made available to all interested parties after the "Notice of Intent to Award" letter has been issued, if requested.

4.4 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFQQ Coordinator within three (3) business days after the Notification of Unsuccessful Respondent letter is faxed/e-mailed to the Respondent.

4.5 PROTEST PROCEDURE

This procedure is available to Respondents who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Respondent is allowed three (3) business days to file a protest of the solicitation with the Assistant Vice President (AVP) of Procurement/Property Management. Protests may be submitted by facsimile, but must be followed by the original document.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or LSU policy.

Upon receipt of a protest, a protest review will be held by the University. The Assistant Vice President (AVP) of Procurement/Property Management or designee, or an employee delegated by the AVP who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest.

5. RFQQ ATTACHMENTS

Attachment 1 Certification and Assurances (Required Submittal)

Attachment 2 Sample Contract

Attachment 3 Reporting Requirements/Deliverables

Attachment 4 Hudson/Veterans Initiative

ATTACHMENT 1 (Required Submittal)

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

- 1. I/we declare that all answers and statements made in the proposal are true and correct.
- 2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
- 3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the University without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
- 4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Louisiana whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
- 5. I/we understand that the University will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the University, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
- 6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
- 7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
- 8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- 9. I/we grant the University the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.

Note: If submitted electronically, include the following: On behalf of the firm submitting this proposal, my name below attests to the accuracy of the above statements.

Signature of Proposer		
Print Name		
Title	Date	

ATTACHMENT 2

SAMPLE CONTRACT



BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, PARISH OF EAST BATON ROUGE

CONSULTING SERVICES CONTRACT

Be it known, that on this ___day of Month, 2016, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (hereinafter sometimes referred to as the "University" or "LSU") and Contractor Name; Address; City, State Zip, (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

WHEREAS, it is agreed that the services provided hereunder are procured under an agreement provided, in whole or in part, by the United States Government;

SCOPE OF SERVICES: Contractor hereby agrees to furnish the following services:

The purpose of this project is to continue developing NCAM as a state-of-the-art advanced manufacturing facility for research and development in support of the overall NACM mission, which is to serve as a national hub for advanced manufacturing research and development; to energize the existing and future manufacturing workforce through the sponsorship of STEM outreach and workforce development initiatives and the integration of advanced manufacturing processes into academic curriculums; and expand the economic vitality of the nation's manufacturing industry through the development and insertion of "production ready" technologies.

The Managing Partner will manage all NCAM operational activities on behalf of LSU; will seek support for NCAM activities from appropriate public and private sources; and will develop and steward strategic partnerships on behalf of LSU with academia, government and industry in support of the NACAM mission.

The Managing Partner will be responsible for all reporting requirements/deliverables as indicated in Attachment 3.

The Managing Partner/contractor will submit quarterly progress reports and a final annual report to the LSU NCAM Director according to content requirements and a format template based on specific deliverables that will be provided by NCAM. Quarterly reports shall be submitted no later than 15 days after the end of the quarter and a final annual report shall be submitted no later than 60 days after the period of performance end date.

The LSU NCAM Director may request other special reports (if/as and when requested by NASA). All such reports are to be sent to the LSU NCAM Director upon request.

Performance Indicators

Performance will be measured by timely submission of Reporting Requirements/Deliverables as well as other informal reports.

1. PAYMENTS: In consideration of the services described above, the University agrees to pay Contractor a maximum fee of <u>\$TOTAL AMOUNT</u>, which includes travel or other reimbursable expenses. Payment will be made on approval of (Name of person approving invoices). If progress and/or completion to the reasonable satisfaction of the University Department is obtained, payments are scheduled as follows: (Payment schedule)

Invoices should be sent to the following address: Attn: (Name of person approving invoices), Louisiana State University, (Department Address), Baton Rouge, LA 70803 or sent via email to Accounts Payable at aptravel@lsu.edu.

2. TERMINATION FOR CAUSE: The University may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the University shall give the Contractor written notice specifying the Contractors failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this contract; provided that the Contractor shall give the University

written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

- 3. **TERMINATION FOR CONVENIENCE**: The University may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
- **4.** <u>Use of Name</u>: Neither party may make any use of the other's name, marks, insignia, or logos; or of the name of any campus, department, center, or institute of the other party; or of the name of any employee of the other party; in news releases, advertisements, promotional materials, or otherwise, without the other party's prior written consent for each such use.

Notwithstanding the foregoing, either party's name may be used without the prior approval when and as necessary for the other party to supply the information that the party may be required to disclose in order to comply with applicable law. However, in no circumstances may contractor state or imply that the University in any way endorses or supports a particular investment, stock purchase, product, or treatment.

- 5. OWNERSHIP: All records, reports, documents and other material delivered or transmitted to Contractor by University shall remain the property of University, and shall be returned by Contractor to University, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of University, and shall, upon request, be returned by Contractor to University, at Contractor's expense, at termination or expiration of this contract.
- **6. TAXES**: Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation.
- 7. NONASSIGNABILITY: No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the University. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University.
- 8. AUDIT OF RECORDS: The State Legislative Auditor, federal auditors, and internal auditors of the state or others so entitled by the state or university shall have the right to inspect and audit all data and records of the contracting entity or any subcontractor of the contracting entity related to performance with respect to this agreement. The rights of inspection and audit shall commence as of the date of this agreement and shall continue for a period of five (5) years after project acceptance or as required by applicable state and federal law. The contracting entity and any subcontractor of the contracting entity shall maintain all books and records related to this agreement for the enumerated five (5) year period.
- **9. DISCRIMINATION CLAUSE**: The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.
- **10. TERMINATION FOR NON-FUNDING:** The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract.
- 11. INFORMATION SECURITY: Contractor agrees to comply with all applicable laws, regulations, and University policies, including, but not limited to, PS-30 (Student Privacy Rights), PS-113 (Social Security Number Policy), PS-114 (Security of Computing Resources Policy) and the Louisiana Database Breach Notification Law [Act 499]). In addition, Contractor shall implement appropriate measures designed to ensure the confidentiality and security of protected information, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Contractor also agrees that security breaches, or incidents shall be reported immediately to the University.

"Protected information" shall be defined as data or information that has been designated as private, protected, or confidential by law or by the University. Protected information includes, but is not limited to, employment records,

medical records, student records, education records, personal financial records (or other individually identifiable information), research data, trade secrets and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes protected information, the data in question shall be treated as protected information until a determination is made by the University.

- **12. ALTERATIONS**: Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this agreement, shall be allowed by University. It is the responsibility of the Contractor to advise the University in advance if contract funds or contract terms may be insufficient to complete contract objectives.
- 13. CONTRACTOR INDEMNIFICATION: Contractor hereto agrees to indemnify, defend and to hold LSU, its officers, directors, agents and employees (the "LSU Indemnified Parties") harmless from and against any and all losses, liabilities, demands, suits, judgments, claims, damages and costs, including reasonable attorney's fees, relating to personal injury or damage to real or personal tangible property (the "Claims") to the extent that such Claims arise out of or result from the willful act, fault, omission, or negligence of Contractor, or that of its officers, directors, agents or employees, in performing its obligations under this agreement, provided, however, that Contractor shall not be liable to LSU for any consequential damages, including without limitation lost profits or lost revenues, or Claims arising out of LSU's willful act, fault, omission or negligence or that of its officers, directors, agents or employees.
- 14. LSU INDEMNIFICATION: LSU hereto agrees to indemnify, defend and to hold Contractor, its officers, directors, agents and employees (the "Contractor Indemnified Parties") harmless from and against any and all losses, liabilities, demands, suits, judgments, claims, damages and costs, (including reasonable attorney's fees to the extent allowed by law), relating to personal injury or damage to real or personal tangible property (the "Claims") to the extent that such Claims arise out of or result from the willful act, fault, omission, or negligence of LSU, or that of its officers, directors, agents or employees, in performing its obligations under this agreement, provided, however, that LSU shall not be liable to Contractor for any consequential damages, including without limitation lost profits or lost revenues, or Claims arising out of Contractor's willful act, fault, omission or negligence or that of its officers, directors, agents or employees.
- **15. INSURANCE:** Contractor **shall** procure and maintain for the duration of the agreement or any extension or renewal thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposers, agents, representatives, or employees.

Worker's Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana, statutory limits. Employers Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. Such insurance shall include a Waiver of Subrogation in favor of the **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**.

Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate limit. Such insurance shall include a Waiver of Subrogation in favor of the **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01, or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

Cyber Liability

Cyber Liability coverage including third party liability coverage for privacy breach and including coverage for notification and assistance as provided by Louisiana law shall be included with a minimum limit of \$1,000,000.

Excess Insurance

Excess Umbrella insurance may be used to meet the minimum requirements for liability insurance.

If the Contractor maintains higher limits than the minimums shown above, the University requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the University.

Other Insurance Requirements: The policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and their employees, officers, directors, and volunteers are to be named as Additional Insureds for both ongoing and completed operations on the Commercial General Liability policy. General liability coverage can be provided in the form of an endorsement to the Proposer's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and their employees, officers, directors, and volunteers are to be named as Additional Insured under the Auto Liability coverage as well.

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects to the **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**, the State of Louisiana and their employees, officers, directors, and volunteers (collectively "University"). Any insurance or self-insurance maintained by the University shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the University in accordance with policy provisions.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the University. The University may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Except for a Contractor whose capital stock is publicly traded on an exchange regulated by the United States Securities and Exchange Commission, University shall have the right to examine the books and records of Contractor (including any excess, stop loss or reinsurance policies or agreements) to determine whether University is agreeable to the proposed self-insurance arrangement. Execution of the Agreement or any Amendment(s) thereto by University does not constitute written approval of any proposed self-insurance arrangement. If at any time during the term of the Agreement, it should appear to University that Contractor's financial position has deteriorated to the extent that Contractor's financial ability to pay or fund the deductible or self-insured retention under the previously approved self-insurance arrangement is doubtful, University shall have the right to withdraw its prior approval of the self-insurance arrangement, and require Contractor to furnish "first dollar" liability insurance coverage. All carriers Contractor proposes to use to provide coverage in excess of the liability deductible or self-insured retention shall meet the requirements of this Section. This Section shall not apply to a self-insurance arrangement in which all the applicable self-insured retention is fully insured as to third parties on a "first

dollar" basis (via the use of "fronting" policies, or otherwise), provided the carrier providing such fronting coverage or other first dollar liability coverage meets the requirements of this Section.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable to the University.

Verification of Coverage

Contractor shall furnish the University with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the University before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The University reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Failure to provide and maintain the required insurance coverage throughout the term of the Agreement shall be a material breach of the Agreement, and shall entitle University to all remedies provided for in the Agreement, any Amendment(s) thereto, or by operation of law.

Special Risks or Circumstances

LSU reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

16. UNIVERSITY CONTACT: The University shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. The Project Manager for this Contract is identified below. Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the assigned University Project Manager shall be the principal point of contact on behalf of the University and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

Project Manager:

Telephone: (225) 578-

Email address:

- 17. TERM OF CONTRACT: This Contract shall begin on <u>BEGINNING DATE</u>, and shall terminate on <u>ENDING DATE</u>. In no event will this contract continue beyond the term or renewal of the Cooperative Endeavor Agreement (CEA) between LSU & NASA.
- **18. JURISDICTION AND VENUE:** The terms of this contract shall be interpreted under Louisiana law. Venue for any claims arising out of this contract is proper in the Nineteenth Judicial District Court, Parish of East Baton Rouge, and State of Louisiana.

19. ASSURANCES:

- A. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Contractor agrees to report any violations of these provisions to University.
- B. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall disclose to University any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- C. Contractor certifies to the best of its knowledge and belief that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

Accepted For: CONTRACTOR

	Accepted for Continuoron		
Accepted for: Board of Supervisors of Louisiana State University and Agricultural and Mechanical College	By:		
	(Signature)		
	Print Name:		
Sally McKechnie			
Assistant Vice President of Procurement & Property Management	Title:		
Date			
	Date		

ATTACHMENT 3

REPORTING REQUIREMENTS/DELIVERABLES

Reporting: The Managing Partner will submit quarterly progress reports and a final annual report to the LSU NCAM Director according to content requirements and a format template based on specific deliverables that will be provided by the University. Quarterly reports shall be submitted no later than 15 days after the end of the quarter and a final annual report shall be submitted no later than 60 days after the period of performance end date.

The LSU NCAM Director may request other special reports (if/as and when requested by NASA). All such reports are to be sent to the LSU NCAM Director upon request.

Performance Indicators

Performance will be measured by timely submission of Reporting Requirements/Deliverables as well as other informal reports such as telephone conferences or emails with the Managing Partner.

Monitoring Plan

The Managing Partner's performance will be monitored by NCAM as needed.

If the Managing Partner was to subcontract part of its scope of work to another organization/institution, the Managing Partner shall secure quarterly and annual reports with the same content requirements and format template based on the same specific deliverables as the ones required to be submitted by the Managing Partner. Such reports shall be attached in an appendix of the corresponding Managing Partner reports. Nevertheless, the Managing Partner's reports shall be comprehensive.

Continuation of the Managing Partner's contract will be subject to an annual performance evaluation by the LSU NCAM Director.

Communication

All written communications made by the Managing Partner under this subcontract shall display the official logos of LSU and NCAM, which will be provided to the Managing Partner. The Managing Partner's logo may be displayed but not in the proximity of the LSU and NCAM logos, and its overall size may not exceed one half of the minimum size of the LSU and NCAM logos. The same applies to posters, brochures, signs etc. and all communications that are printed or written.

All electronic communications made by the Managing Partner under this subcontract shall be made using e-mail addresses issued by LSU (e.g. name@ncam.eng.lsu.edu).

For each quarterly reporting period, Managing Partner must provide:

1. A list of actions taken towards forming NCAM partnerships, including those with centers, institutes, institutions of higher education, government and the private sector. Include:

Name of organization

Partner point of contact name

Phone number and e-mail address

Nature of the partnership pursued (e.g. written agreement, NOI, MOU etc.)

Brief description of the objectives of the pursued partnership and the associated relevance to, and benefits towards, the enhancement of NCAM's mission.

2. A list of current collaborative NCAM partnerships initiated and stewarded by the Managing Partner, including those with centers, institutes, institutions of higher education, government and the private sector. Include:

Name of partner organization Partner point of contact name

Phone number and e-mail address

Nature of the partnership (e.g. written agreement, NOI, MOU etc.)

Brief description of relevance and purpose of partnership, how the partnership was stewarded by the Managing Partner, and the associated relevance to, and benefits towards, the enhancement of NCAM's mission.

3. Information on all local, national, and international funding proposal/request submissions initiated by the Managing Partner that involved LSU NCAM (equipment, services etc.). Include:

Title of the proposed project

Name of agency/company to which the proposal/request was submitted

Name of LSU lead Department under which the proposal/request was submitted

Name of lead Principal Investigator and other faculty investigators involved

The amount of funds requested

Duration of the project

Starting date of the project

The current funding status (i.e., pending, rejected, funded)

A Brief explanation (250 words max) of NCAM's involvement in the proposal and proposed work, and the associated relevance to, and benefits towards, the enhancement of NCAM's mission.

4. Information on all local, national, and international grants and/or contracts that were awarded which involve LSU NCAM (equipment, services etc.) and were initiated by the Managing Partner. Include:

Title of the project

Name of agency/company sponsor

Name of the LSU lead Department

Name of lead Principal Investigator and other faculty investigators involved

The amount of funds allocated

Duration of the project

Starting date of the project

A Brief explanation (250 words max) of NCAM's involvement in the project, and the associated relevance to, and benefits towards, the enhancement of NCAM's mission.

- 5. The number and total amount of funding for research and development (R&D) work conducted using LSU NCAM (equipment, services etc.) that was secured through actions of the Managing Partner;
- 6. The total amount of funding corresponding to LSU for R&D work related to the NCAM secured through actions of the Managing Partner.
- 7. A list of activities (R&D, educational, training, etc.) that took place over the reporting period that utilized LSU NCAM equipment and associated services; Include:

User point of contact name

Phone number and e-mail address

Company/Agency Name

The name of the piece of equipment used and dates of use

Brief description of the purpose of use and nature of service and the associated relevance to, and benefits towards, the enhancement of NCAM's mission.

- 8. In brief, information on the status and health of each of the LSU NCAM pieces of Equipment;
- 9. A list of tours and visits to NCAM processed through and by the Managing Partner's actions; Include:

Visitor(s) name

Phone number and e-mail address

Company/Agency Name

Date of tour

If the tour aimed at a specific piece of equipment, give its name.

Brief description of the purpose of the tour and the associated relevance to, and benefits towards, the enhancement of NCAM's mission.

10. A list of education and outreach NCAM activities whose oversight was assisted and supported by the Managing Partner; Include:

Name and date of educational/outreach activity

Name of point of contact

Phone number and e-mail address

Name organization of affiliation

Brief description of the purpose of the educational/outreach activity and the associated relevance to, and benefits towards, the enhancement of NCAM's mission.

11. A list of university/industry relationships pursued by the Managing Partner for the purposes of building an R&D coalition; Include:

Industry Organization Name

Name of point of contact of the industry organization

Phone number and e-mail address

Status and context of the relationship in brief and the associated relevance to, and benefits towards, the enhancement of NCAM's mission.

12. A list of university/industry relationships achieved by the Managing Partner's actions for the purposes of research and development; Include:

Industry Organization Name

Name of point of contact of the industry organization

Phone number and e-mail address

Context of the relationship in brief and the associated relevance to, and benefits toward, the enhancement of NCAM's mission.

13. A list of conferences and/or workshops at which NCAM was represented by the Managing Partner: Include:

Name/Title of the conference/workshop

Location where held

Date and duration

Summary of outcomes, and the associated relevance to, and benefits towards, the enhancement of NCAM's mission.

14. A list of industry, government or academia contacts made in said conferences/workshops; Include:

Name of contact

Company/Agency Name

Mailing Address

Phone number and e-mail address

Context of the contact in brief and the associated relevance to, and benefits towards, the enhancement of NCAM's mission.

15. Provide a list of all relevant journal articles, scholarly works, trade articles, exhibits, presentations, etc.; Include:

Names of authors

Title

Venue submitted/published/delivered

Date submitted/published/delivered

Other citation information

Brief description of the relevance to, and benefits towards, the enhancement of NCAM's mission.

16. A list of relationships with education and outreach institutions pursued by the Managing Partner towards such a coalition; Include:

Institution Name

Name of institutional point of contact

Phone number and e-mail address

Context of the relationship in brief and the associated relevance to, and benefits towards, the enhancement of NCAM's educational and outreach mission.

17. A list of coalition relationships with education and outreach institutions achieved by the Managing Partner's actions; Include:

Institution Name

Name of institutional point of contact

Phone number and e-mail address

Context of the relationship in brief and the associated relevance to, and benefits towards, the enhancement of NCAM's educational and outreach mission.

18. A list of all courses taught at NCAM; Include:

Title/Topic of course

Institutions served by course (include course rubrics)

Classification (graduate or undergraduate)

Number of students enrolled

Curriculum (e.g. Mechanical Engineering, Industrial Engineering, Aerospace Engineering etc.)

- 19. A brief description of the planned work and activities related to NCAM over the upcoming quarter or year.
 - A. Provide conclusions and recommendations based on the annual experience regarding NCAM and the results presented in the annual report.

or more NO

ATTACHMENT 4

Veterans/Hudson Initiative Verification Form

The following section must be completed in order for any of the possible evaluation points to be awarded. All supporting documentation (per instructions located in Sections 2.13 & 4.2) must be submitted with the proposal clearly labeled within this section. Failure to submit this form for verification of Veterans/Hudson certification will result in no points awarded.

1.	Proposer is a certified small entrepreneurship. YES NO
	If yes, provide Certificate Number and any supporting documentation:
	Certification Number:
2.	Proposer is not a certified small entrepreneurship but has already actually engaged one or modernified small entrepreneurships to participate as subcontractors or distributors. YES N
	If yes, then list the certified entrepreneurships below and provide clearly labeled supporting documentation:
	a. Company Name:
	Address:
	Phone Number:
	Certification Number:
	Amount of Subcontract:
	b. Company Name:
	Address:
	Phone Number:
	Certification Number:
	Amount of Subcontract:
	c. Company Name:
	Address:

		Phone Number:
		Certification Number:
		Amount of Subcontract:
	d.	Company Name:
		Address:
		Phone Number:
		Certification Number:
		Amount of Subcontract:
	e.	Company Name:
		Address:
		Phone Number:
		Certification Number:
		Amount of Subcontract:
3.	Proposer mad	e "good faith" efforts to subcontract with certified small entrepreneurships. NO
	If yes, then su	pporting documentation must be clearly labeled and attached.
	a.	Company Name:
		Address:
		Phone Number:
		Certification Number:
	b.	Company Name:
		Address:

LSU RFQQ No. RFQ-0000000038

Phone Number:
Certification Number:
Company Name:
Address:
Phone Number:
Certification Number: